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January 12, 2001

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Magalie Roman Salas
Secretary
Federal Communications Commission
Washington, D.C. 20554

Re: (1) King County (WA) Petition, DA 00-1875,
(2) Wireless E9-1-1 waiver requests;
CC Docket No. 94-102

Dear Ms. Salas:

Submitted herewith, pursuant to Section 1.1206 of the Rules, are an original and one copy of a handout discussed in relation to item (1) above, at a meeting yesterday with Wireless Telecommunications Bureau Deputy Chief Jim Schlichting and members of the staff of the Bureau's Policy Division. Attending were Norm Forshee, Jim Goerke, John Melcher, Mark Adams and the undersigned for the National Emergency Number Association ("NENA").

The discussion of item (1) particularly enlarged on point 8 of the handout, which was distilled from the joint Comments (September 18, 2000, pages 13-15) and Reply Comments (October 11, 2000, pages 4-5) of NENA, APCO and NASNA. It also partook of the Comments of the King County E911 Program, petitioner in this matter, received by the Commission September 13, 2000, pages 1-2. The NENA representatives noted:

1. PSAP payment to a serving LEC for connection from LEC's central office ("CO") to the 9-1-1 Selective Router is a historic function of monopoly regulation in which the LEC was the only source of such a connection.

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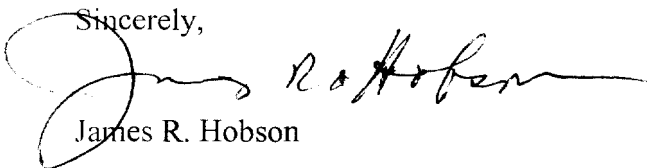
2. Today, by contrast, a single PSAP may need to have its Router connected to dozens of wireline CLECs and competing wireless carriers.
3. To the best of NENA's knowledge, and this is affirmed by King County, the CLECs pay for their connections, and the wireless carriers should also.
4. If the PSAPs are expected to reimburse the wireless carriers for connections from the carriers' Mobile Switching Centers ("MSCs") to 9-1-1 Selective Routers, the PSAPs would have no basis for refusing to pay for wireline CLEC connections.
5. PSAP budgets could not bear such multiplied expenses. Even at present levels, E9-1-1 surcharges are resisted politically as taxes.
6. By contrast, wireless carriers already pay for multiple connections to the wireline network in their commercial operations. The incremental addition of the expense of MSC-to-Router connections is a cost of doing business – especially a safety-oriented business – which can be covered by unregulated rates, as required.
7. This is particularly appropriate where wireless carriers, in NENA's experience, are insisting on the right to choose the technical methods – essentially CAS or NCAS – by which ANI and ALI will be delivered to the PSAP.

Regarding item (2), the NENA representatives briefed the FCC staff about the NENA Comments of January 5, 2001 on the Nextel and Hawaiian Wireless waiver requests. They also discussed the need to consider wireless E911 capabilities for fixed wireless services used to deliver residential and business telephone services.

Finally, the NENA representatives discussed their intent to make use of both the WTB and the Enforcement Bureau in resolving disputes over implementation of E9-1-1.

Please direct any questions to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Hobson", is written over a large, stylized circular flourish.

James R. Hobson

cc: Jim Schlichting, Kris Monteith, FCC/WTB

DEMARCATIION AT THE SELECTIVE ROUTER
Summary Views of NENA, APCO and NASNA

1. The FCC's wireless E9-1-1 rule requires that PSAPs be capable of receiving and utilizing the data elements of Automatic Number Identification (ANI) and automatic location information (ALI) before a wireless carrier is obliged to deliver ANI and ALI.
2. But the phrase "receiving and utilizing" does not specify where the wireless carrier is to deliver the data elements and where the PSAP is to receive them. Ultimately, the data is "utilized" at the PSAP itself.
3. Most wireless carriers argue that they need only provide the data elements on the trunk side of their Mobile Switching Centers (MSCs). It is the PSAP's responsibility, say the carriers, to pay for connecting the MSC to the Selective Router (9-1-1 tandem) switch that will then forward the data elements, directly or indirectly, to the PSAP.
4. SBC Wireless and Nextel disagree. As SBC puts it, wireless carriers or their agents should be
responsible for the voice interconnection between their Mobile Switching Center ("MSC") and the LEC 911 Selective Router as well as data connections for carrying location and number data information to the ALI database or the interconnection point to the ALI database. (Comments, 2)
5. King County, NENA, APCO and NASNA agree with SBC and Nextel.
6. When the majority carriers expected to be reimbursed for their costs, they readily identified the MSC-Selective Router connection as their responsibility. Since the revised cost recovery order of 11/99, they have reversed that position without a good explanation.
7. Wireless carriers pay for commercial connection to the PSTN; they also should pay for 9-1-1 connection to the Selective Router.
8. The analogy to PSAP payment for connection to wireline end offices is not controlling or persuasive.
9. If the majority carrier view is accepted, the November 1999 order will have been nullified.
10. In the end, any 9-1-1 Authority and any wireless carrier remain free, under that order, to negotiate a different allocation of financial responsibility. Demarcation at the Selective Router need only apply in the absence of some other agreement.